

CONFIDENTIALITY AGREEMENT
(1997 PCM1 Loan Sale)

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by the undersigned ("Bidder").

WHEREAS, the Federal Deposit Insurance Corporation in its capacity as Receiver for certain failed financial institutions or in its corporate capacity as successor in interest to the Federal Deposit Insurance Corporation as Receiver for certain failed financial institutions ("FDIC") intends to offer for sale certain loans and loan participations, including certain related documents and instruments (each individually referred to herein as a "Loan" and collectively as the "Loans");

WHEREAS, Bidder will be provided with bid materials and access to documents, files and other information relating to the Loans for review and to permit Bidder to perform its own due diligence and investigation of the Loans; and

WHEREAS, in consideration of the FDIC's furnishing Bidder with information regarding the Loans, Bidder desires to make certain agreements regarding such information and any other information the FDIC, its agents or representatives furnish to Bidder regarding the Loans, together with all copies thereof and notes, analyses, compilations, studies and other documents, whether prepared by Bidder or others, which contain or otherwise reflect such information (such information, and such documents, are collectively herein referred to as the "Evaluation Material").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bidder agrees as follows:

Section 1. Term. This Agreement shall become effective as of the date on which it is executed by Bidder and shall terminate as to each Loan only upon consummation of a purchase and sale transaction relating to such Loan between FDIC and Bidder ("Transaction"). Notwithstanding the foregoing, any claim based on a breach of this Agreement by Bidder with respect to a Loan occurring prior to a Transaction including that Loan shall survive the Transaction unless waived by FDIC in writing.

Section 2. Limitation on Use. Bidder shall use the Evaluation Material solely for the purpose of evaluating, negotiating and implementing a Transaction, and for no other purpose .

Section 3. Limited Access; Confidentiality. Without the prior, written consent of FDIC, to be granted or withheld in FDIC's sole discretion, Bidder shall not disseminate or divulge the Evaluation Material to any person or entity, other than to such persons who have a need for access to the Evaluation Material for the purpose of assisting and advising Bidder in the evaluation, negotiation and implementation of the Transaction. Bidder shall ensure that all

persons to whom it discloses the Evaluation Material shall keep the Evaluation Material confidential and otherwise comply with the terms of this Agreement.

Section 4. Contacts. Without the prior written consent of FDIC, which consent may be withheld in FDIC's sole discretion, Bidder shall not, directly or indirectly, contact, or seek or attempt to seek any information from, any person other than FDIC (and its agents and representatives named in the bid materials as the loan sale adviser and due diligence contractor assisting FDIC in connection with the Transaction) regarding the Loans or the Evaluation Material. Without limiting the generality of the foregoing, Bidder shall not contact nor attempt to contact any borrower or guarantor under, or any servicer of, any Loan or any of their respective officers, directors, employees, agents or attorneys.

Section 5. Destruction/Return of Documents. Bidder shall destroy, and shall ensure that all persons to whom it has disclosed the Evaluation Material destroy, all copies of the Evaluation Material relating to Loans not acquired by Bidder, unless otherwise directed by FDIC.

Section 6. Other Disclosure. To the extent that Bidder is required to disclose the Evaluation Material pursuant to the requirements of any legal proceeding, Bidder shall notify FDIC within one (1) business day of its knowledge of such legally required disclosure so that FDIC may seek an appropriate protective order and/or waive Bidder's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Bidder may disclose the relevant Evaluation Material if, in the written opinion of its counsel, failure to disclose such Evaluation Material in any tribunal would subject Bidder to liability for contempt, censure or other legal penalty or liability.

Section 7. Liability. If FDIC determines that Bidder has breached any provision of this Agreement, FDIC may, in its sole discretion, exercise any or all legal or equitable rights or remedies to which FDIC is entitled on account of Bidder's breach. FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance. Bidder will inform FDIC immediately of any improper disclosure of any of the Evaluation Material, and of any breach of any provision of this Agreement, which may come to Bidder's attention.

Section 8. Indemnification. Bidder shall defend, indemnify and hold harmless FDIC from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by FDIC as a result of any violation of, or failure to comply with, the provisions of this Agreement by Bidder or any person to whom it has disclosed the Evaluation Material.

Section 9. Release of FDIC. Bidder acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than FDIC, that FDIC has not independently verified the Evaluation Material, and that, except as may be contained in any loan sale agreement executed by FDIC and Bidder in connection with the Transaction, FDIC makes no

representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Evaluation Material. Bidder hereby releases FDIC from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees) asserted against or incurred by Bidder by reason of Bidder's reliance on or knowledge of the Evaluation Material or by any other reason.

Section 10. Third Party Beneficiary. It is acknowledged and agreed that the Federal Deposit Insurance Corporation in any and all of its capacities (regardless of the capacity in which it is offering a Loan for sale) shall be a third party beneficiary of and entitled to all of the benefits under this Agreement with respect to all of the Loans.

Section 11. Governing Law. This Agreement shall be construed, and the rights and obligations hereunder determined, in accordance with federal statute and federal common law ("Federal Law"). Insofar as there may be no Federal Law and insofar as to do so would not frustrate the purposes of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 or any provision of this Agreement, the local law of the State of New York shall be deemed reflective of Federal Law.

Section 12. Miscellaneous. This Agreement represents the entire agreement between Bidder and FDIC relating to the use and disclosure of the Evaluation Material, and supersedes any and all prior understandings and agreements with respect thereto. This agreement may be amended only by written agreement of FDIC and Bidder. This Agreement shall apply to and be binding upon Bidder and its directors, officers, employees, agents, successors and assigns. The representative(s) signing this Agreement on behalf of Bidder represents that he or she is fully authorized to enter into this Agreement and to bind legally Bidder.

IN WITNESS WHEREOF, a duly authorized representative of Bidder has executed this Agreement as of the date set forth below.

BIDDER:

(Name of Bidder)

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____